IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CIVIL DIVISION

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U.S. DISTRICT COURT
2007 JUL 30 A 10: 13

WILLIAM B. LUTTMANN,	:	
Plaintiff	:	Civil Action No. 07-3521(SRC)
v.	:	
TIFFANY AND COMPANY,	:	
Defendant	:	JURY TRIAL DEMANDED

COMPLAINT AND JURY DEMAND

I. PRELIMINARY STATEMENT:

This is an action for an award of damages, declaratory and injunctive relief, attorney's fees and other relief on behalf of the Plaintiff, William B. Luttmann, who has been harmed by the Defendant's actions and other unlawful employment practices.

This matter involves a diversity action.

II. JURISDICTION AND VENUE:

1. The original jurisdiction of this court is invoked pursuant to 28 U.S.C. Section 1332(a)(1), due to the fact that the matter in controversy exceeds the sum or value of $75,000.00, exclusive of interests and costs, and the parties are residents of two different states.

2. The supplemental jurisdiction of this court is invoked pursuant to Title 28 U.S.C. Section 1367 to consider Plaintiff's claims arising under the New Jersey LAD.

3. The venue of this court is proper and invoked pursuant to 28 U.S.C. Section 1332 (a)(1).

4. All conditions precedent to the institution of this suit have been fulfilled.

III. **PARTIES**:

5. Plaintiff is William B. Luttmann, an adult individual, who resides at 4525 Bayard Street, Easton, Northampton County, Pennsylvania, 18045.

6. Defendant is Tiffany and Company, with offices located at 15 Sylvan Way Parsippany, Morris County, New Jersey, 07054-3805.

IV. **BACKGROUND**:

7. The Plaintiff was given a written confirmation of an offer of employment from Wyndham Worldwide (hereinafter referred to as "Wyndham"), dated January 26, 2007.

8. The above-mentioned written confirmation letter dated January 26, 2007, was signed by Kim Sanborn (hereinafter referred to as "Sanborn"), Vice President, Shared Services.

9. Said offer of employment was to begin on or about February 12, 2007.

10. The Plaintiff's position would be Payroll Manager, Shared Services Department, for the Defendant.

11. The Plaintiff was asked by the Defendant to sign an outrageous release document (the Plaintiff has attached hereto and incorporated herein as Exhibit "A", a true and correct copy of said release document), that was prepared by Wyndham.

12. The Plaintiff believes, and therefore avers, that the so-called release document was prepared because Wyndham and the Defendant knew that they had intentionally and willfully violated the Plaintiff's legal rights.

13. The Plaintiff believes, and therefore avers, that as a result of the Defendant's actions, he has and will continue to incur serious harm and damage, including, *inter alia*, economic loss resulting from the loss of his job, continuing emotional distress, embarrassment, humiliation, loss of reputation, and loss of self-esteem.

14. The Plaintiff has suffered and will continue to suffer irreparable injury caused by the Defendant's illegal conduct.

15. The Plaintiff believes, and therefore avers, that he is entitled to compensatory and punitive damages as a result of the Defendant's outrageous, reckless, intentional, wanton and willful behavior.

COUNT I

INTENTIONAL INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS TORT
PLAINTIFF v. TIFFANY AND COMPANY

16. The Plaintiff incorporates herein by reference thereto paragraphs 1 through 15 as if the same were more fully set forth at length herein.

17. The Plaintiff believes, and therefore avers, that the aforementioned offer of employment was rescinded, upon Wyndham's receipt of negative information received from the Defendant, regarding the Plaintiff.

18. The Plaintiff believes, and therefore avers, that the Defendant intentionally, maliciously and wantonly provided negative information to Wyndham or to a third party acting on behalf of Wyndham, in an attempt to destroy the Plaintiff's employment opportunities with Wyndham.

19. The Plaintiff believes, and therefore avers, that the Defendant and Wyndham knowingly participated in an investigation against the Plaintiff that was conducted without his permission, and in violation of the Fair Credit Reporting Act.

20. The Plaintiff further believes, and therefore avers, that the Defendant intentionally and maliciously interfered with the Plaintiff's offer of employment by Wyndham, by disseminating information to his prospective employer that should not have been released.

WHEREFORE, the Plaintiff respectfully requests this Honorable Court to enter a judgment for the Plaintiff, against the Defendant, including the following demand for relief:

(a) That the Court, after trial by jury, award the Plaintiff damages for all injuries incurred by reason of the Defendant's wrongful actions, including damages for emotional distress and for the Plaintiff's pain and suffering;

(b) That the Court award the Plaintiff exemplary damages;

(c) That the Court award the Plaintiff his attorney's fees and costs; and

(d) That the Court award any other appropriate relief.

Respectfully submitted,

Nuria Sjolund

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EXHIBIT A

By my signature below, I, William Luttmann, authorize Tiffany & Company to forward a copy of any and all documents relating to my employment to Wyndham Worldwide, or to the individuals in possession of an original or copy of this document, including, without limitation, evaluations or any other non-privileged records containing information related to my employment and the termination thereof. I understand that Tiffany & Company policy normally authorizes only the confirmation of employment, title and salary, and that the provision of such information is greater than the policy otherwise allows. In consideration for Tiffany & Company's provision of such information, I knowingly and voluntarily release and forever discharge Tiffany & Company from any and all actions or causes of action, suits, claims, charges, complaints, promises and contracts (whether oral or written, express or implied from any source), whatsoever, in law or equity, and any other federal, state or local civil or human rights law, and/or public policy, fraud, negligence, estoppel, defamation, infliction of emotional distress or other tort or common-law claim related to or arising from the release of the foregoing information in accordance with the direction herein.

____

Name (Please print)

____

Signature

____

Date